

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

SHARON ANN JOHNSON,  
THOMAS FREDRICK JOHNSON and  
TIMOTHY EDWARD JOHNSON

## Plaintiffs,

V.

LOWE'S HOME CENTERS, LLC,  
and DOES 1 through 30, inclusive,

## Defendants.

Case No.: 2:22-cv-02613 AB (AGRx)  
*[Los Angeles County Superior Court*  
Case No.: 22AVCV00109]

## PROTECTIVE ORDER

[Assigned to Hon. Andre Birotte, Jr.,  
District Judge; Hon. Alicia G. Rosenberg,  
Magistrate Judge]

Complaint Filed: February 18, 2022

## 1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential

1 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
2 followed and the standards that will be applied when a party seeks permission from  
3 the court to file material under seal.

4       B. GOOD CAUSE STATEMENT

5       Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that the  
6 Court, upon a showing of good cause may “issue an order to protect a party from  
7 annoyance, embarrassment, oppression, or undue burden or expense.” Fed.R.Civ.P.  
8 26(c)(1). In the instant matter, Defendant Lowe’s Home Centers, LLC’s Confidential  
9 Materials contain proprietary and confidential trade secret information relating to  
10 Defendant Lowe’s Home Centers, LLC’s business practices and its safety protocol.  
11 Defendant Lowe’s Home Centers, LLC. (“Defendant” or “Lowe’s”) derives  
12 independent economic value from maintaining the confidentiality of the policies and  
13 procedures set forth in these Confidential Materials.

14       Defendant is a retailer in the home improvement industry and has conducted  
15 business in California since 1998. The home improvement retail industry is very  
16 competitive. As a result of years of investing time and money in research and  
17 investigation, Defendant developed the policies contained in the Confidential  
18 Materials for the purposes of maintaining the security and accessibility of its  
19 merchandise, providing quality customer service, and ensuring the safety of its  
20 employees and customers. These policies and procedures, as memorialized in the  
21 Confidential Documents, were created and generated by Lowe’s for Lowe’s, and are  
22 used for the purposes of maintaining safety at its stores and creating efficient and  
23 organized work environments for its employees. As a result, Defendant is able to  
24 minimize the waste of any resources, which is a key factor in generating profitability  
25 for its business.

26       Defendant derives economic value from maintaining the secrecy of its  
27 Confidential Materials. If disclosed to the public, the trade secret information  
28 contained in Defendant’s Confidential Materials would reveal Defendant’s internal

1 operations and could potentially be used by competitors as a means to compete for its  
2 customers, interfere with its business plans and thereby gain unfair business  
3 advantages. If Defendant's safety protocol were revealed to the general public, it  
4 would hinder Defendant's ability to effectively resolve and minimize liability claims,  
5 and its goal of protecting its customers and employees from theft and other crimes.  
6 Unrestricted or unprotected disclosure of such information would result in prejudice  
7 or harm to Defendant by revealing Lowe's competitive confidential information,  
8 which has been developed at the expense of Lowe's and which represents valuable  
9 tangible and intangible assets. Accordingly, the parties respectfully submit that there  
10 is good cause for the entry of this Protective Order.

11 2. DEFINITIONS

12 2.1 Action: Sharon Ann Johnson, et al. v. Lowe's Home Centers, LLC, Case  
13 No. 2:22-cv-02613 AB (AGRx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
15 of information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
17 how it is generated, stored or maintained) or tangible things that qualify for protection  
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
19 Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
21 support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or  
23 items that it produces in disclosures or in responses to discovery as  
24 "CONFIDENTIAL."

25 2.6 Disclosure or Discovery Material: all items or information, regardless of  
26 the medium or manner in which it is generated, stored, or maintained (including,  
27 among other things, testimony, transcripts, and tangible things), that are produced or  
28 generated in disclosures or responses to discovery in this matter.

1       2.7 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4       2.8 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7       2.9 Non-Party: any natural person, partnership, corporation, association, or  
8 other legal entity not named as a Party to this action.

9       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
10 to this Action but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, and includes support staff.

13       2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18       2.13 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
21 their employees and subcontractors.

22       2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
25 from a Producing Party.

26       3. SCOPE

27       The protections conferred by this Stipulation and Order cover not only Protected  
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
 2 Material; and (3) any testimony, conversations, or presentations by Parties or their  
 3 Counsel that might reveal Protected Material. Any use of Protected Material at trial  
 4 shall be governed by the orders of the trial judge. This Order does not govern the use  
 5 of Protected Material at trial.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
 8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
 9 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
 10 the later of (1) dismissal of all claims and defenses in this Action, with or without  
 11 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
 12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits  
 13 for filing any motions or applications for extension of time pursuant to applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each  
 16 Party or Non-Party that designates information or items for protection under this Order  
 17 must take care to limit any such designation to specific material that qualifies under  
 18 the appropriate standards. The Designating Party must designate for protection only  
 19 those parts of material, documents, items, or oral or written communications that  
 20 qualify so that other portions of the material, documents, items, or communications  
 21 for which protection is not warranted are not swept unjustifiably within the ambit of  
 22 this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
 24 that are shown to be clearly unjustified or that have been made for an improper purpose  
 25 (e.g., to unnecessarily encumber the case development process or to impose  
 26 unnecessary expenses and burdens on other parties) may expose the Designating Party  
 27 to sanctions.

28 If it comes to a Designating Party's attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must  
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
4 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
5 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
6 Order must be clearly so designated before the material is disclosed or produced.

7           Designation in conformity with this Order requires:

8           (a) for information in documentary form (e.g., paper or electronic documents,  
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
10 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
11 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
14 markings in the margins).

15           A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and before  
18 the designation, all of the material made available for inspection shall be deemed  
19 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
20 copied and produced, the Producing Party must determine which documents, or  
21 portions thereof, qualify for protection under this Order. Then, before producing the  
22 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
23 to each page that contains Protected Material. If only a portion or portions of the  
24 material on a page qualifies for protection, the Producing Party also must clearly  
25 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

26           (b) for testimony given in depositions that the Designating Party identify the  
27 Disclosure or Discovery Material on the record, before the close of the deposition all  
28 protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
2 conditions described in this Order. When the Action has been terminated, a Receiving  
3 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

4 Protected Material must be stored and maintained by a Receiving Party at a  
5 location and in a secure manner that ensures that access is limited to the persons  
6 authorized under this Order.

7 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise  
8 ordered by the court or permitted in writing by the Designating Party, a Receiving  
9 Party may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
12 to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may be  
4 separately bound by the court reporter and may not be disclosed to anyone except as  
5 permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
**OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall  
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to  
16 issue in the other litigation that some or all of the material covered by the subpoena or  
17 order is subject to this Protective Order. Such notification shall include a copy of this  
18 Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
20 the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this action  
23 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
24 or order issued, unless the Party has obtained the Designating Party’s permission. The  
25 Designating Party shall bear the burden and expense of seeking protection in that court  
26 of its confidential material and nothing in these provisions should be construed as  
27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
28 directive from another court.

1       9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the remedies  
6 and relief provided by this Order. Nothing in these provisions should be construed as  
7 prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to produce  
9 a Non-Party's confidential information in its possession, and the Party is subject to an  
10 agreement with the Non-Party not to produce the Non-Party's confidential  
11 information, then the Party shall:

12               (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement with  
14 a Non-Party;

15               (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18               (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20               (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party's confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.

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10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons to execute the “Acknowledgment and  
18 Agreement to Be Bound” that is attached hereto as Exhibit A.

19 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
20 **PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
25 may be established in an e-discovery order that provides for production without prior  
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
27 parties reach an agreement on the effect of disclosure of a communication or  
28 information covered by the attorney-client privilege or work product protection, the  
parties may incorporate their agreement in the stipulated protective order submitted to  
the court.

29 12. **MISCELLANEOUS**

30 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
31 person to seek its modification by the Court in the future.

32 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
33 Protective Order no Party waives any right it otherwise would have to object to  
34 disclosing or producing any information or item on any ground not addressed in this  
35 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
4 only be filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected Material  
6 under seal is denied by the court, then the Receiving Party may file the information  
7 in the public record unless otherwise instructed by the court.

8       13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within 60 days of  
10 a written request by the Designating Party, each Receiving Party must return all  
11 Protected Material to the Producing Party or destroy such material. As used in this  
12 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected  
14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
15 must submit a written certification to the Producing Party (and, if not the same person  
16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
17 category, where appropriate) all the Protected Material that was returned or destroyed  
18 and (2)affirms that the Receiving Party has not retained any copies, abstracts,  
19 compilations, summaries or any other format reproducing or capturing any of the  
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
22 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
23 attorney work product, and consultant and expert work product, even if such materials  
24 contain Protected Material. Any such archival copies that contain or constitute  
25 Protected Material remain subject to this Protective Order as set forth in Section 4  
26 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

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5 **IT IS SO ORDERED.**

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7 Dated: July 7, 2022

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*Alicia G. Rosenberg*

Hon. Alicia G. Rosenberg

United States Magistrate Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of Sharon Ann Johnson, et al. v. Lowe's Home Centers, LLC, Case No. 2:22-cv-02613 AB (AGRx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

1. At the time of service, I was at least 18 years of age and **not a party to this legal action.**
2. My business address is 15250 Ventura Boulevard, Ninth Floor, Sherman Oaks, CA 91403.
3. I served copies of the following documents (specify the exact title of each document served):

## [PROPOSED] PROTECTIVE ORDER

4. I served the documents listed above in item 3 on the following persons at the addresses listed:

Khail A. Parris, Esq.  
Eric N. Wilson, Esq.  
Daniel P. Park, Esq.  
PARRIS LAW FIRM  
43364 10<sup>th</sup> Street West  
Lancaster, California 93534  
Tel: (661) 949-2595  
Fax: (661) 949-7524  
Email: [khail@parris.com](mailto:khail@parris.com)  
Email: [ewilson@parrislawyers.com](mailto:ewilson@parrislawyers.com)  
Email: [dpark@parris.com](mailto:dpark@parris.com)

Attorneys for Plaintiffs, SHARON ANN JOHNSON, THOMAS FREDRICK JOHNSON and TIMOTHY EDWARD JOHNSON

5. a. **X** **BY ELECTRONIC TRANSMISSION.** By e-mailing the document(s) to the person(s) at the e-mail address(es) listed in item 4 pursuant to prior written consent of the party(ies) served. Fed.R.Civ.P. 5(b)(2)(E) and (F). I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed in item 4. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

6. I served the documents by the means described in item 5 on (date): *See below*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/30/2022

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DATE

Belinda A. Porras

(TYPE OR PRINT NAME)

*Belinda A. Porras*

(SIGNATURE OF DECLARANT)